KARIN KOMERC MD DOO
Br. 01/240007735
Dana 12.03.2024
Novi Sad

Contract No.2022-ERGS-XSTL-ZY-002-13

Civil and Track Construction (Lot NS-II) Project of Hungarian-Serbian Railway for Section Novi Sad-Subotica-Border (Kelebia) Engineering Construction Subcontract - Supplementary Agreement
匈塞铁路土建及轨道工程二标诺维萨德-苏博蒂察-边境（克莱比奥）段工程施工分包合同-补充协议

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Subcontractor: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU NOVI SAD

This Supplementary Agreement (No.2022-ERGS-XSTL-ZY-002-13) is concluded in Subotica, on **12.03.2024.**, between:

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong (“**Party A**”)

And

Subcontractor: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU NOVI SAD, MB: 20009233, PIB: 103726184, NOVOSADSKI PUT 128, 21000 Novi Sad, Represented by Krste Dubroja. (“**Party B**”)

In view of :
鉴于:
山东省路桥集团有限公司与 KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU NOVI SAD 已于 2022 年 2 月 3 日签署了匈牙利-塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）段现代化与改扩建项目土建及轨道工程（NS-II 标）施工分包合同（合同编号：2022-ERGS-XSTL-ZY-002）（以下简称“主分包合同”）；
Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia) Engineering Construction Subcontract (Contract No. 2022-ERGS-XSTL-ZY-002) was signed on February 3rd ,2022 by SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd and KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU NOVI SAD (Hereinafter referred to as the "Main Subcontract");

Due to:
鉴于：

Contractor and the Subcontractor have reached an agreement at the meeting held between their representatives at the Subcontractor's premises on 01.03.2024., on which occasion an agreement was made on disputed issues regarding the implementation of the Main Subcontract and the minutes of the meeting were drawn up, and signed by all representatives of both Parties who participated in the meeting. The minutes in question is an integral part of this Supplementary agreement.
In accordance with all the above, the parties sign this Supplementary agreement;
承包商和分包商的代表于 2024 年 3 月 1 日在分包商场所举行的会议上达成协议。会上就主分包合同实施中的争议问题达成了协议，并制定了会议纪要，并由参加会议的双方代表签署。上述会议记录为本补充协议不可分割的一部分。根据上述规定，双方签订本补充协议；

Article 1.

The Parties agree that "Management fee of 9%"(Article 18.2.5.of Main Subcontract) will not be applied to the Subcontractor's offers for which the Supplementary agreements / Annexes to the Main subcontract were signed until 31st of December 2023, nor will it be applied to offers for

works submitted by Party B to Party A before the specified date (before 31st of December 2023), regardless of the later date of signing the Supplementary agreement, based on such offers given. To the Subcontractor's offers sent after 31st of December 2023., a Management fee of 9% will be calculated in accordance with provision 18.2.5. of Main Subcontract.

双方同意“9%的管理费”（主分包合同第 18.2.5.条）不适用于 2023 年 12 月 31 日之前签署主分包合同补充协议/附件的分包商报价，也不适用于乙方在指定日期（2023 年 12 月 31 日之前）之前向甲方提交的报价，无论签署补充协议的多晚，均基于所提供的此类报价。 对于 2023 年 12 月 31 日之后发出的分包商报价，将按照主分包合同第 18.2.5.条的规定计算 9%的管理费。

Article 2.

The Parties agree that within 7 days of signing this Supplementary agreement, Party B will send calculations for all claims and variations submitted to Party A, and Party B gives its consent that Party A will be entitled to a percentage of 10.5% of any amount that is successfully collected on the basis of the Claims in question. Party A is obliged to provide Party B with all the necessary professional and documentary support in order to collect Claims/reparation requests and will actively participate in meetings and negotiations with all decision-making bodies (Joint Venture of China Railway International Co. Ltd. & Communications Construction Company Ltd., Ministry of Construction, Transport and Infrastructure, and Railway Infrastricture Serbia Co.)

双方同意在本补充协议签署后 7 天内，乙方将向甲方发送所有已提交的索赔和变更的计算结果，并且乙方同意甲方将有权获得基于相关索赔成功获批的任何金额的 10.5%。甲方有义务向乙方提供所有必要的专业和文件支持，以收集索赔/赔偿申请，并将积极参加与所有决策机构的会议和谈判（中铁国际与中国交通建设有限公司联营体，建设、运输和基础设施部以及塞尔维亚铁路基础设施公司）

Article 3.

Party A is obliged to pay (return) one half (50%) of the total sum of reserved retention money defined on the date of 01.03.2024., within 30 days, after the delivery of the Bank Guarantee for reserved *retention money* with the validity period 28 days longer then Defect Notification Period by Party B. This bank guarantee has to comply with the same conditions as other bank guarantees comply with according to the Main Subcontract.

甲方有义务在乙方交付已保留的保留金银行保函后 30 天内支付（返还）2024 年 3 月 1 日确定的保留保留金总额的一半（50%），保函有效期比缺陷通知期长 28 天。该银行保函必须遵守与主分包合同中其他银行保函相同的条件。

The both contracting parties are agreed that the 50% of the total sum of reserved retention money on the date of 01.03.2024. is RSD 220,932,856.35 (in letters: two hundred twenty million and nine hundred thirty two thousand and eight hundred fifty six dinars and 35/100).

The contracting parties agree that Party A shall pay remaining part of the retained money within 14 days after signing Taking over Certificate.

合同双方同意，截至 2024 年 3 月 1 日保留金总额的 50%为 RSD 220,932,856.35（大写：贰亿贰仟零玖拾叁万贰仟捌佰伍拾陆点叁伍第纳尔）。

双方同意甲方应在签署《接管证书》后 14 日内支付剩余部分保留金。

Article 4.

The Parties agree that starting from February 1, 2024. all payments based on the Main subcontract and its all Supplementary agreements/ Annexes, which Party A should make to Party B, in terms of all the provisions of Article 19 of the Main subcontract (Interim payment certificate, Payment certificate at completion, Final Payment Certificate), **shall be made within 30 days from the date of issuing the electronic invoice of Party B**, in accordance with the regulations of the Republic of Serbia, which regulate the method of issuing electronic invoices.

双方同意，自 2024 年 2 月 1 日起，甲方应根据主分包合同第十九条的所有规定向乙方支付基于主分包合同及其所有补充协议/附件的所有款项（中期付款证明、竣工付款证明、最终付款证明），应在乙方开具电子发票之日起 30 天内按照塞尔维亚共和国规范电子发票开具方法的规定支付。

The Parties agree that Party A is obliged to certify the Interim payment certificate, Payment certificate at completion, Final Payment Certificate **no later than 5 days** from the day of Certification of the respective **measurement books** by the expert supervision under the General Contract (UTIBER/EGIS).

双方同意，甲方有义务在监理（UTIBER/EGIS）对各自的计量书进行认证之日起 5 天内，对中期付款证明、竣工付款证明、最终付款证明进行认证。

Article 5.

The contracting parties agree that in the event of Party A's deviation or non-compliance with any of the aforementioned provisions, Party B has the right to suspend work on the construction site without delay.

双方同意，如甲方偏离或不遵守上述规定，乙方有权立即停止施工现场的施工。

Article 6.

The contracting parties agree that the other provisions of the Subcontract and with associated Supplementary agreements remain unchanged and in force. The provisions of the Main Subcontract and Annexes/Supplementary agreements will apply to all situations that are not provided for in this Supplementary agreement.

合同方同意分包合同和相关补充协议的其他条款保持不变并有效。 主分包合同及附件/补充协议的规定适用于本补充协议未规定的所有情况。

Article 7.

By signing this Supplementary agreement, the contracting parties confirm that they have read it, understood it and acknowledge it as their own free will.

通过签署本补充协议，合同方确认已阅读、理解并承认其自愿。

Article 8.

This Supplementary agreement is prepared in English and Chinese and is made in 4 (four) identical copies of which each contracting party retains 2 (two) copies. In the event of a discrepancy between the English and Chinese versions, the English version shall prevail.

本补充协议以英文和中文编写，一式四（四）份，每方保留 2（两）份。 若中、英文版本有任何差异，以英文版本为准。

Contractor： SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Signature:

Name: Wang Yong
Date:

Subcontractor ： KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU NOVI SAD

Signature:

Name: Krste Dubroja
Date ：

KOMERCIJALA:	
TEHNIČKI SEKTOR:	
LJUDSKI RESURSI I OPŠTI POSLOVI:	
OPREMA I MEHANIZACIJA:	
FINANSIJE:	
PRAVNI SEKTOR:	
I.T. I MARKETING:	